



# DALEY MOHAN GROBLE

a professional corporation of attorneys

PAMELA NEHRING

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DIRECT DIAL: (312) 422-5876

FAX NUMBER: (312)-422-5370

April 11, 2013

**Via Messenger**

Mila Bensing

U.S. Environmental Protection Agency

Superfund Division

Enforcement and Compliance Assurance Branch

Enforcement Services Section 1, SE-5J

77 West Jackson Boulevard

Chicago, IL 60604-3590

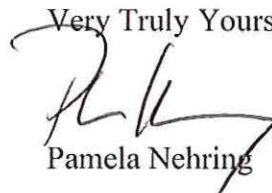
**Re: Wedron Groundwater Contamination Site in Wedron, La Salle County Illinois**  
**BNSF Railway Company's Response to Request for Information**

Dear Ms. Bensing,

Attached is the response of BNSF Railway Company ("BNSF") to the Request for Information pursuant to §104 of CERCLA with respect to the above referenced site. In prior discussion and emails U.S. EPA indicated that BNSF's response could be geographically limited to a ½ mile radius.

Please contact our office if you have any questions or concerns.

Very Truly Yours,



Pamela Nehring

Enclosures

Cc: Dava Kaitala

Enclosure B  
Requests  
**Wedron Groundwater Contamination Site**

BNSF Railway Company ("BNSF") provides this Response to EPA's Supplemental Information Request, dated March 15, 2013. BNSF had provided a Response dated August 27, 2012, to a prior Information Request from USEPA, dated July 24, 2012. To the extent that there is overlap in the prior response, it is referenced herein.

USEPA limited the geographic scope of BNSF's response to the area within a ½-mile radius of the boundary of Wedron, IL. BNSF sold its interests in property located within the ½-mile radius of Wedron, IL in 1997. In addition, pursuant to BNSF's document retention policies, certain historic documents may no longer be available. Such document retention policies are available upon request. BNSF also asserts business confidential claims with respect to certain documents identified.

BNSF reserves the right to supplement or amend this response if additional responsive information or documents are discovered. Nothing in this response should be construed as an admission of any liability or responsibility on the part of BNSF regarding or for any site or any costs incurred by EPA or any other party. BNSF reserves all defenses and rights available to it under the law. In providing this response, BNSF does not waive, and reserves for later assertion, any objections, including but not limited to objections that the Supplemental Request is overly broad, vague, ambiguous, unduly burdensome, calls for a legal conclusion, exceeds the scope of EPA's statutory authority, seeks information protected by the attorney-client privilege or work-product doctrine or other applicable privileges or exemptions from disclosure, or calls for information that is a matter of public record or equally available to EPA. BNSF reserves the right to assert further objections to the Request should BNSF discover additional grounds for objection.

Subject to the objections outlined above, this response constitutes BNSF's good-faith effort to respond to the Supplemental Request. If EPA is or becomes aware of relevant and responsive information or documents not previously provided to BNSF and not identified or disclosed in this response, BNSF requests that EPA provide the information or documents because those documents may aid BNSF in locating any additional information or documents responsive to the Supplemental Request. To the extent that USEPA has provided additional information or documents, the responsive information contained therein is not repeated here.

1. Greg Jeffries  
James Obermiller  
Karen McKee

Steve Clay

They can all be reached through BNSF attorney Dava Kaitala. Ms. Kaitala can be reached by phone at 817-352-2377 or by e-mail at Dava.Kaitala@bnsf.com.

2. BNSF asserts attorney-client and work product privileges. Without waiving same, see documents identified as responsive herein.
3. Illinois Railnet, Inc. and its successors  
Fairmount Silica Company and its predecessors  
Standard Oil Company and its successors  
Hoxley service station and its successors  
Illinois Valley Disposal Company
4. See documents in attachment and previously provided in BNSF's 082712 response to the prior Request for Information.
5. See documents previously provided in BNSF's 082712 response to the Request for Information.
6. See documents previously provided in BNSF's 082712 response to the Request for Information.
7. BNSF has not discovered any documents or information in its corporate records responsive to this Information Request.
8. No.
  - a. — d. BNSF has no responsive information.
9. None
13. BNSF objects to these allegations based on photographs which have not been authenticated as to the location, date or events alleged in this Request. Without waiving these objections, BNSF has no information regarding an accident in 1956.
14. BNSF objects to this Request insofar as the document attached to the Request is not executed. BNSF has no further information about it. The pipeline referenced in the document may not have been constructed and does not appear on any station maps previously disclosed.
15. BNSF has not located documents or information responsive to this Request.

# Contract Transmittal



**BNSF**  
Burlington Northern Santa Fe

Complete the form and send with original contract to:  
BNSF Corporate Support, Contract Records, 4929  
Northeast Parkway, Fort Worth, TX 76106-1818. See  
attached instructions for more information.

ONLY ORIGINAL CONTRACT WITH ORIGINAL SIGNATURES ARE TO BE SUBMITTED

☒ MARK THIS BOX AND INCLUDE A FAX NUMBER IN THE SPACE BELOW TO REQUEST A RETURN FAX OF THIS TRANSMITTAL ONCE THE CONTRACT NUMBER IS ASSIGNED

FORM SUBMITTED BY:	PHONE NUMBER	FAX NUMBER	DATE SUBMITTED
Leigh Wheeler, Contract Audit Specialist	(913) 551-2735	(913) 551-2733	3/13/02

DEPARTMENT	LOCATION	CONTRACT SIGNED BY:	OFFICER CODE
CONTRACT SERVICES	KANSAS CITY, KS		SC

☐ NEW CONTRACT  
Complete the following:

DATE OF CONTRACT (mm/dd/yyyy)	EFFECTIVE DATE (mm/dd/yyyy)	TERMINATION DATE (mm/dd/yyyy)	REVIEW DATE (mm/dd/yyyy)

☐ AMENDMENT  
Complete the following:

ORIGINAL CONTRACT NO.	ORIGINAL CONTRACT DATE (mm/dd/yyyy)	AMENDMENT DATE (mm/dd/yyyy)

☒ CANCELLATION  
Complete the following:

ORIGINAL CONTRACT NO.	ORIGINAL CONTRACT DATE (mm/dd/yyyy)	TERMINATION DATE (mm/dd/yyyy)
BF9474	03/15/1999	03/30/2002

CONTRACT TYPE CODE	AMOUNT (TOTAL OR MAXIMUM CONSIDERATION)	FORM CONTRACT OR LAW DEPT. APPROVED (SPECIFY)	CONFIDENTIAL (Y,N)
SV-GN-(IN)		Form Contract	N

CONTRACT PARTIES (OTHER THAN BNSF)
WEDRON SILICA

DESCRIPTION OF THE CONTRACT
Contract cancelled per attached letter

CONTRACT LOCATION		LINE SEGMENT / MILEPOST INFORMATION			
STATE	CITY	LINE SEC	POST MILE	FROM MP #	TO MP #

DOT #	FEDERAL FUNDED (Y,N)	FEDERAL PROJECT ID #	STATE PROJECT ID #

RAILROAD PROTECTIVE INSURANCE (Y,N)	CERTIFICATE OF INSURANCE ATTACHED (Y, N/A)	REFERENCE NUMBER (IF APPLICABLE)
N/A	N/A	11034988

BNSF BILLS OTHER PARTY? (Y,N)
IF YES, ATTACH EXTRA COPY OF CONTRACT FOR ACCT. DISTRIBUTION
NOTE: NO OTHER DISTRIBUTION WILL BE MADE

Don Lozano - Kansas City, KS

MAR 18 2002

CONTRACT NO. (ASSIGNED BY CORPORATE SUPPORT.)
BF 9474

**BNSF**



STRATEGIC SOURCING & SUPPLY  
Contract Services

The Burlington Northern and Santa Fe Railway Company

4515 Kansas Avenue  
Kansas City, Kansas 66106-1199  
Fax: (913) 551-2733

February 27, 2002  
File No. 11034988

WEDRON SILICA  
P.O. BOX 119  
WEDRON, IL 60557

**NOTICE OF TERMINATION**

This letter shall serve as notice that the undersigned will terminate at 12:01 A.M. on March 30, 2002, that certain Contract dated 15MAR99, between **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY** and **WEDRON SILICA**, referred to in the files of the undersigned as Contract No. BF9474, covering Railroad testing of industry's track scales.

This is the contractually required thirty (30) days written notice of our intent to terminate this contract.

Nothing contained herein shall release WEDRON SILICA, from any liability which may have attached or accrued previous to or which may be accruing as of the date of termination above specified nor from any obligation of indemnity contained in said contract.

THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY

A handwritten signature in cursive script, appearing to read "R. E. Douglas".

R. E. Douglas  
Manager Contract Services

cc: BNSF – Hemet, CA

# Contract Transmittal

**BNSF**

Burlington Northern Santa Fe

Instructions: Complete the form and send with original contract to Contract Records Coordinator, 777 Main Street, Suite 3800, Fort Worth, Texas 76102; see attached instructions for more information.

ONLY ORIGINAL CONTRACTS WITH ORIGINAL SIGNATURES ARE TO BE SUBMITTED

☐ MARK THIS BOX AND INCLUDE A FAX NUMBER IN THE SPACE BELOW TO REQUEST A RETURN FAX OF THIS TRANSMITTAL ONCE THE CONTRACT NUMBER IS ASSIGNED

FORM SUBMITTED BY:	PHONE NUMBER	FAX NUMBER	DATE SUBMITTED
ROSEMARY HOPKINS	(913) 551-4264	(913) 551-2733	APRIL 5, 1999

DEPARTMENT	LOCATION	CONTRACT SIGNED BY:	OFFICER CODE
SERVICE CONTRACTS	KANSAS CITY, KANSAS	R.E. DOUGLAS	SC

☒ NEW CONTRACT  
Complete the following:

DATE OF CONTRACT (mm/dd/yyyy)	EFFECTIVE DATE (mm/dd/yyyy)	TERMINATION DATE (mm/dd/yyyy)	REVIEW DATE (mm/dd/yyyy)
4/1/99	4/1/99	4/1/09	3/1/09

☐ AMENDMENT  
Complete the following:

ORIGINAL CONTRACT NO.	ORIGINAL CONTRACT DATE (mm/dd/yyyy)	DATE OF AMENDMENT (mm/dd/yyyy)

☐ CANCELLATION  
Complete the following:

ORIGINAL CONTRACT NO.	ORIGINAL CONTRACT DATE (mm/dd/yyyy)	DATE OF CANCELLATION (mm/dd/yyyy)

CONTRACT TYPE CODE	AMOUNT (TOTAL OR MAXIMUM CONSIDERATION)	FORM CONTRACT OR LAW DEPT. APPROVED (SPECIFY)	CONFIDENTIAL (Y, N)
SV-GN		FORM CONTRACT	N

CONTRACT PARTIES (OTHER THAN BNSF)

WEDRON SILICA

DESCRIPTION OF THE CONTRACT

SCALE TEST AGREEMENT

CONTRACT LOCATION		LINE SEGMENT / MILEPOST INFORMATION						
STATE	CITY	LINE SEG. #	FROM MP #	TO MP #		LINE SEG. #	FROM MP #	TO MP #
IL	WEDRON							

RAILROAD PROTECTIVE INSURANCE (Y, N)	CERTIFICATE OF INSURANCE ATTACHED (Y, N/A)	REFERENCE NUMBER (IF APPLICABLE)
N	NO - ON FILE WITH IDS	FILE NO.11034988

BNSF BILLS OTHER PARTY? (Y, N)	DON LOZANO, BNSF, ENGINEERING, 4515 KANSAS AVE., KANSAS CITY, KS 66106	CONTRACT NO. (ASSIGNED BY INFO. RESOURCE MGMT.)
IF YES, ATTACH EXTRA COPY OF CONTRACT FOR ACCT. DISTRIBUTION	RECEIVED APR 06 1999	BF 9474
*NOTE: NO OTHER DISTRIBUTION WILL BE MADE		



ORIGINAL

SCALE TEST AGREEMENT

BURLINGTON NORTHERN SANTA FE R.WY. CO. SV-60
CONTRACT NO. BF 9474

FORM APPROVED  
BY V.P. LAW

AGREEMENT made this 15 day of MARCH 1999, between  
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware  
corporation, hereinafter referred to as "Railroad", and  
Wedron S.I.C.A., hereinafter referred to as  
"Industry," whose billing address is  
PO Box 119 Wedron IL 60557

WITNESSETH:

WHEREAS, Industry desires that Railroad test Industry's track and/or belt  
scale located at or near PLANT  
and

WHEREAS, Railroad is agreeable to performing such test, but only upon  
the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants and conditions  
hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. Railroad shall test Industry's scale at the rates specified in Paragraph  
3 hereof at a time mutually agreeable to Industry and Railroad.

2. Railroad shall furnish personnel and equipment necessary to test the  
accuracy of Industry's scale and advise Industry of testing results. Railroad's test  
procedure will not include scale repairs or the provision or replacement of parts.

3. Industry agrees to pay Railroad for services performed and equipment  
furnished under this Agreement as follows:

a. Static Track Scale Tests

No. of Scales Tested	One Test Car Used	Two Test Car Used	Three Test Cars Used	Four Test Cars Used
1	\$650.00	\$750.00	\$850.00	\$950.00
2	\$850.00	\$900.00	\$1,000.00	\$1,100.00
3	\$950.00	\$1,000.00	\$1,100.00	\$1,100.00

Charges for testing static track scales at one industrial site or plant:  
(Charges are per day or fraction thereof and are for each test, regardless of the  
results of the test)



Railroad shall have the right to revise scale rates hereinabove stated from time to time at Railroad's sole discretion.

**b. In-Motion Track Scale Tests**

Billing will be on the basis of actual costs incurred plus appropriate assignable additives. Charges will include but not be limited to train crew wages, rental of locomotive, rental of car(s), rental of other equipment, and Scale Inspector's wages and expenses such as travel, lodging, meals, etc. There will be a minimum rental charge of no less than one day for all equipment used in performing tests and a minimum charge for wages of no less than one day for all Railroad employees involved in performing tests, plus additives, unless crews and equipment can be and are actually utilized in other Railroad operations. In those cases, actual time will be charged. Train and enginemen's time will be computed from time on duty at terminal or on duty point until time tied up at terminal or off duty point. Other charges for personnel will be based on actual time spent testing, plus additives, except when travel is involved to and from a home terminal, in which case, such travel time will also be included.

In addition to the charges identified above, Federal, State, and Local sales and use taxes, when and where applicable, will be charged.

**c. Belt Scale Tests**

Billing will be on the basis of actual costs incurred plus appropriate assignable additives. Charges will include but not be limited to train crew wages, rental of locomotive, rental of car(s), rental of other equipment used for the test, equipment idled during performance of the test, and Scale Inspector's or Railroad representative's wages and expenses such as travel, lodging, meals, etc. Other charges for personnel will be based on actual time spent testing, plus additives, except when travel is involved to and from a home terminal, in which case, such travel time will also be included.

In addition to the charges identified above, Federal, State, and Local sales and use taxes, when and where applicable, will be charged.

4. In connection with the services performed by Railroad under this Agreement, Industry does hereby indemnify and hold harmless Railroad from and against any and all claims, loss, cost, suits, damages, expense, and liability, including attorney's fees, on account of injury to or death of any and all persons whomsoever, including employees of the parties hereto, and on account of damage to or destruction of any and all property to whomsoever belonging including property leased to, rented or owned by, or in the care, custody, and control of the parties hereto, caused by or in any manner related to the services to be performed by Railroad hereunder and whether or not resulting from any act, omission, or neglect of Railroad, its agents, servants, employees, or otherwise. **THE LIABILITY ASSUMED BY INDUSTRY SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILROAD, ITS AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE.**

5. Railroad does not guarantee the accuracy of tests performed hereunder and Industry hereby waives any and all claims against Railroad account any alleged failure of Railroad to properly perform such tests and

**INDUSTRY HEREBY RELEASES AND HOLDS RAILROAD HARMLESS FROM ANY AND ALL LIABILITY RELATING THERETO.**

6. Railroad will render bills for its services to Industry at address hereinabove stated.

7. This Agreement shall be effective upon the date of execution and shall remain in full force and effect until terminated by one party giving to the other party thirty (30) days advance written notice of its desire to so terminate.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first hereinabove written.

**THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY**

By: *R. E. Dugan*

Title: MANAGER SERVICE CONTRACTS

By: *Mark L. Varland*  
(Name - SIGNED)

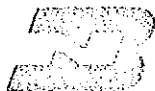
Mark L. Varland  
(Name - PRINTED)

Title: Production Manager

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

File: 11034-988

H:\AMIPRO\DOCS\BLANK117.SAM



BURLINGTON  
NORTHERN

THIS FORM TO BE COMPLETED IN DUPLICATE

SECRETARY'S  
DOCKET NO.

BN 6327

DATE April 14, 1976

TO: Mr. J. C. Ashton:

SECRETARY'S OFFICE, BURLINGTON NORTHERN INC., ST. PAUL, MINNESOTA.

Herewith for filing is original agreement between Burlington Northern Inc. and  
Illinois Valley Disposal Company

dated March 1st, 1976 covering removal of debris

(Type of contract, i.e., spur track, highway, joint facility, etc. If the agreement is a supplement or termination, please refer to original contract or docket number and date of original contract.)

at Wedron, Illinois  
LOCATION (City, State)

Contract expiration or term: 30 days written notice

SUBMITTED BY:

Operating  
DEPARTMENT

Division Superintendent  
TITLE

COPIES TO:



- Vice President, Operations
- Vice President & Controller (3)
- Vice President, Industrial & Economic Development
- Vice President, Marketing
- Vice President, Law
- \* Vice President, Chicago Region
- \* Assistant Vice President, Chicago Region
- \* Division Superintendent, Chicago Division (2)
- Assistant Vice President, Engineering (2)

NOTE: Enclose sufficient supply of exhibit prints for use in distribution of contract.

COPY

BURLINGTON NORTHERN INC.  
DOCKET NO. BN 6827

BURLINGTON NORTHERN INC.  
REFUSE REMOVAL CONTRACT

OFFICE OF SECRETARY  
ST. PAUL, MINNESOTA

AGREEMENT, made as of the 1st day of March 1976,  
between BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter  
called "Railroad," and Illinois Valley Disposal Company Ottawa, Illinois  
hereinafter  
called "Contractor,"

WITNESSETH:

Railroad desires the removal of rubbish from its cleaning track  
locations in WEDRON SILICA PLANT, WEDRON, ILL. Contractor has facilities,  
equipment and labor available for the removal of said rubbish and is ready,  
willing and able to do the work for Railroad.

NOW THEREFORE, it is mutually agreed:

1. Contractor shall by his own forces, personnel and equipment,  
remove and dispose of combustible and noncombustible rubbish from Railroad's  
premises in WEDRON SILICA PLANT, WEDRON, ILLINOIS listed on  
Appendix "A" attached hereto and made a part hereof. The rubbish shall be  
picked up and removed at such designated times and locations as may hereafter  
be specified by Railroad's Superintendent.

For Railroad's use in depositing its rubbish Contractor shall furnish  
containers as listed on Appendix "B" attached hereto and made a part hereof.  
Such containers are to be furnished by the Contractor for the use by Railroad  
at no further or additional expense than stated in Section 2 of the Agreement  
and Appendix "C" attached hereto and made a part hereof. The exact location  
of each of said containers and the frequency of rubbish removal services to  
be designated by Railroad's Superintendent or his authorized representative.

2. As sole compensation for the services performed by the Contractor  
hereunder Railroad shall pay Contractor as set forth in said Appendix "C"  
attached.

3. Bills shall be rendered by Contractor against Railroad on or  
before the tenth day of each month for compensation earned during the previous  
calendar month and shall be supported and accompanied by statements setting  
forth the data, including the exact calendar days on which such service was  
performed upon which the amounts due are calculated in sufficient detail so  
that the bills can be verified. All payments due the Contractor shall be made  
not later than the twenty-fifth day of each month for the business transacted  
during the previous calendar month. The books and records of Contractor shall  
be open to inspection by Railroad at all reasonable times for the verification  
of Contractor's bills.

INSURANCE DEPT.

NOTED

4. The Contractor shall assume all liability for and indemnify and save harmless the Railroad from any and all claims, suits, losses, damages or expenses on account of injuries to or death of any and all persons whomsoever, including the Contractor, employees of the Contractor and of the Railroad and any and all damage to property, to whomsoever belonging, including property owned by, rented to, or in the care, custody or control of the parties hereto, arising or growing out of, or in any manner connected with the work performed or services rendered under this contract, or caused or occasioned in whole or in part by reason of the presence of the person or of the property of the Contractor, its employees or agents, upon or in proximity to the property of the Railroad.

The Contractor further agrees that it will defend, at its own expense, in the name and on behalf of the Railroad, all claims or suits for injuries to persons or damage to property arising or growing out of the work carried on under this contract, for which the Railroad is liable, or is alleged to be liable.

5. Contractor shall employ and direct all persons performing any service hereunder and such persons shall be and remain the sole employees of and subject to the control and direction of the Contractor and not the employees of and subject to the direction and control of Railroad, it being the intention of the parties hereto that Contractor shall be and remain an independent contractor and that nothing herein contained shall be construed as inconsistent with that status. In the performance of the work hereunder Contractor shall comply with all applicable federal and state enactments with reference to employers' liability, workmen's compensation and workmen's insurance (and when requested by Railroad shall furnish proof of such compliance) and shall indemnify and hold Railroad harmless from and against any and all loss, liability, damages, claims, demands for costs and expenses of whatsoever nature due to the existence of such enactments or resulting from any claim of subregation provided in such enactments or otherwise. Contractor shall also, at all times, comply strictly with all other laws, rules, regulations and ordinances - state, federal or municipal - applicable to operations and services to be performed by Contractor hereunder and Contractor expressly agrees to indemnify Railroad and save it harmless from all liability for any failure or default on the part of Contractor in this behalf.

6. This agreement shall take effect as of its date and shall remain in full force and effect thereafter until terminated by either party giving not less than thirty (30) days' written notice to the other party; provided, however, that this agreement may be terminated at any time by the mutual consent of both parties; and provided further that Contractor shall not assign or sublet this agreement or any interest therein without the written consent of the Railroad having first been obtained, and for any departure in this respect the Railroad may terminate this agreement.

7. The equal opportunity clause of Section 202 of Executive Order 11264 and Title VI of the Civil Rights Act of 1964 are incorporated herein by specific reference.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein written.

BURLINGTON NORTHERN INC.

By

D. H. King  
Vice President

By

Paul A. Grant  
Ill. Valley Disposal Co. Inc.

AGREEMENT of March 1st, 1976 between BURLINGTON  
NORTHERN INC. and ILLINOIS VALLEY DISPOSAL COMPANY covering  
rubbish removal service

APPENDIX A

Location from which Contractor is to remove rubbish:

1. Wedron Silica Plant, Wedron, Illinois

APPENDIX B

Container to be furnished by Contractor:

- One (1) 20 - cubic yard container

APPENDIX C

Compensation to be paid Contractor by Railroad at the  
rate of:

1. \$55.00 per load for each load of rubbish and  
each 20- cubic yard container.
2. \$10.00 per container for each container load  
removed when less than four (4) container load  
are removed in any one calendar month. This  
charge does not apply for any month in which  
four ( 4 ) or more container loads are removed.



BURLINGTON  
NORTHERN

THIS FORM TO BE COMPLETED IN DUPLICATE

SECRETARY'S  
DOCKET NO.

BN 6327

DATE November 22, 1978

TO: Mr. J.C. Ashton:

SECRETARY'S OFFICE, BURLINGTON NORTHERN INC., ST. PAUL, MINNESOTA.

Supplemental

Herewith for filing is original Agreement between Burlington Northern Inc. and  
Illinois Valley Disposal Company

dated April 1, 1978 covering increase in rates for removal of  
rubbish at Ottawa Silica main yard (Original Agreement dated March 1, 1976)

(Type of contract, i.e., spur track, highway, joint facility, etc. If the agreement is a supplement or termination, please refer to original contract or docket number and date of original contract.)

at Wedron, Illinois  
LOCATION (City, State)

Contract expiration or term: Effective April 1, 1978

SUBMITTED BY: E. R. Craven

Operating  
DEPARTMENT

Vice President - Chicago Region  
TITLE

COPIES TO:



- Vice President, Operations
- Vice President & Controller (3)
- Vice President, Industrial Development & Property Management
- Vice President, Marketing
- Vice President - Law
- x Vice President Chicago Region
- Assistant Vice President Region
- x Division Superintendent Chicago Division (2) - Contractor's signed copy attached for your transmittal.
- Assistant Vice President, Engineering (2)

BN INC.

JAN 30 1979

Div. of Facilities  
& Contracts

NOTE: Enclose sufficient supply of exhibit prints for use in distribution of contract

FORM 13009 11-75

000402



FORM OF SUPPLEMENTAL AGREEMENT TO REFUSE REMOVAL COMPANY

BN6327

SUPPLEMENTAL AGREEMENT made this First Day of April, 1978.  
between BURLINGTON NORTHERN, INC., A Delaware Corporation, hereinafter  
called "Railroad", and Illinois Valley Disposal Co, hereinafter called  
"Contractor".

WITNESSETH:

WHEREAS, the parties hereto are parties to an agreement dated  
March 1st, 1976, pertaining to the removal of rubbish by the Contractor  
from Railroad's premises at various locations in Wedron, Illinois, and they  
now desire to (further) modify and amend said agreement:

NOW THEREFORE, IT IS MUTUALLY AGREED:

1. Items (1) & (2) of Appendix C of said agreement,  
(as amended), shall be and items are indentified  
as follows:

Compensation to be paid Contractor by Railroad at the rate of:

1. \$60.00 per load for each 20-cubic yard load including  
dumping fees
2. Rental \$40.00 per container per month (20 cubic yard  
container).

This supplemental agreement shall be effective as of the  
First day of April, 1978.

As (further) modified and amended hereby, said agreement  
dated March 1, 1976, (as amended). shall continue in full  
force and effect between these parties.

IN WITNESS WHEREOF, the parties hereto have caused this supple-  
mental agreement to be executed the day and year first hereinabove written.

BURLINGTON NORTHERN, INC

By

J. R. Phelan  
Vice President

Approved as to form  
J. R. Phelan  
Regional Counsel

ILLINOIS VALLEY DISPOSAL CO Inc

By

Paul De Groot (Pres)  
PAUL DE GROOT



## REQUEST FOR DRIVER RECORDS

State Form 53789 (R8 / 9-11)

Approved by State Board of Accounts, 2011  
Bureau of Motor Vehicles

The Indiana Bureau of Motor Vehicles (BMV) driver and vehicle records are open to the public, except those protected by law. Recipients of records must comply with the applicable state and federal privacy laws for usage, distribution and record keeping.

Many of the BMV public records are immediately available through a subscription to the online service at IN.gov. Your own records are also immediately available online at myBMV.com. Paper copies may be requested by completing this form.

Records will contain only the personal information submitted with the request unless otherwise authorized by law. "Personal information" means anything in the records that identifies a person, including: (1) name; (2) address; (3) driver's license or identification document number; (4) a photograph or computerized image; (5) Social Security number; (6) telephone number; or (7) medical or disability information.

### STEP 1: Provide your information. The person submitting this form must provide the following information.

Name of person or business ( <i>first name, middle name, last name</i> )	Telephone number	E-mail address
Daley Mohan Groble	312-422-9999	jdjones@daleymohan.com
Mailing address ( <i>number and street, city, state and ZIP code</i> )		
55 W. Monroe, Suite 1600, Chicago, IL 60603		
Last 4 digits of Social Security number ( <i>This information is for security purposes only</i> )	Federal Identification Number if requestor is a business ( <i>This information is for security purposes only</i> )	
XXX-XX-_____	-_____	

### STEP 2: Driver record for the following person.

Name of driver ( <i>first name, middle name, last name</i> )	Driver's license number, <i>if known</i>
Donna L. Stroup	1920 04 0861
Last 4 digits of driver's Social Security number, <i>if known</i>	Driver's date of birth ( <i>mm/dd/yyyy</i> ), <i>if known</i>
XXX-XX-9976	01/14/1951
Mailing address ( <i>number and street, city, state and ZIP code</i> )	
6109 W. 136th Street, Cedar Lake, IN 46303	

### STEP 3: Select the record you are requesting.

- ☒ **Certified Driver Record (\$4.00 fee)**- Requires 10 business days to process.
- ☒ **Certified Driver History (\$8.00 fee)**- Record and photocopies of supporting documents. Requires 2-4 weeks to process.
- Specify the documents being requested: Any and all records pertaining to Donna Stroup

☐ **Proof of Insurance (\$4.00 fee)**- Available 120 days after an accident or a ticket.

Name of vehicle owner: \_\_\_\_\_

Vehicle: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Date of accident or ticket (*mm/dd/yyyy*) \_\_\_\_\_

### STEP 4: If you are requesting PERSONAL information, indicate your qualification to receive the personal information. Please mark only one (1) category per form.

- ☐ I am requesting my records that contain my personal information.
- ☐ I am a legal guardian or have power of attorney for the person named in the requested records containing personal information. *Must provide a copy of the documents granting guardianship or power of attorney.*

For any of the *above* categories, please include your (the requestor's):

Indiana driver's license or identification card number \_\_\_\_\_ (*Or a photocopy of an out-of-state driver's license*)

Last four digits of Social Security number XXX-XX-\_\_\_\_\_

☐ I am a law enforcement officer requesting: ☐ records containing personal information to use for investigation purposes and/or ☐ a photograph.

Badge number: \_\_\_\_\_ Law enforcement agency: \_\_\_\_\_

Name and title of the agency's chief officer (e.g. John Smith, Sheriff): \_\_\_\_\_

☒ I am an attorney. Attorney number: 6278797  
*To obtain records containing additional personal information, an attorney must submit a Third Party Request for Records.*

☐ I am an elected government official or a government employee requesting records that (*select one*)  
☐ do or ☐ do not contain more personal information than what I am providing with this request.

Government position: \_\_\_\_\_ ; Government entity: \_\_\_\_\_ ;

Intended use of the records: \_\_\_\_\_

**STEP 5:** Fill in the amount of money owed, then sign and date. I swear or affirm under the penalties of perjury that all of the information on this form is true and accurate.

Total amount owed: \$12.00

Signature

Date (*month, day, year*)

**STEP 6:** Mail this form and payment to: Indiana Bureau of Motor Vehicles, Attn: Driver Records Requests, 100 N. Senate Ave., N412, Indianapolis, IN 46204.

The BMV will return a copy of your completed request as an acknowledgment that the BMV received your request, is reviewing it and will respond in writing to your request within a reasonable time. The acknowledgement will be returned within 24 hours if the form is submitted in person or seven days if sent to the BMV.

**FOR BMV USE ONLY.**

Name of BMV/C employee

Central office department

Date received (*month, day, year*)

Initial response date (*month, day, year*)